

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

In re: REBECCA LIBERTY)
Debtor(s))
KINECTA FEDERAL CREDIT UNION) CHAPTER 13
Moving Party) Case No.: 19-16253 (AMC)
v.)
REBECCA LIBERTY) Hearing Date: 4-28-20 at 11:00 AM
Respondent(s)) 11 U.S.C. 362
WILLIAM C. MILLER)
Trustee)
)

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Comes now Kinecta Federal Credit Union (“Kinecta”) filing this its Motion For Relief From The Automatic Stay (“Motion”), and in support thereof, would respectfully show:

1. That on October 3, 2019, Rebecca Liberty filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361, 362, and 28 U.S.C. 157 and 1334.
3. On September 18, 2015, the Debtor executed a Note And Security Agreement for the purchase of a 2014 Kia Sorento bearing vehicle identification number 5XYKT3A65EG471597. The contract was assigned to Kinecta Federal Credit Union and the Debtor became indebted to Kinecta in accordance with the terms of same. Kinecta Federal Credit Union is designated as first lien holder on the title to the vehicle and holds a first purchase money security interest in the vehicle. A true copy of the contract and title inquiry to the vehicle are annexed hereto as Exhibits A and B.

4. As of March 25, 2020, the Debtor's account with Kinecta had a net loan balance of \$10,409.92.

5. According to the March 2020 NADA Official Used Car Guide, the vehicle has a current retail value of \$10,794.00.

6. The Debtor's account is past due from September 25, 2019 to March 25, 2020 with arrears in the amount of \$1,388.68.

7. Kinecta Federal Credit Union alleges that the automatic stay should be lifted for cause under 11 U.S.C. 362(d)(1) in that Kinecta lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The Debtor is failing to make payments to Kinecta and is failing to provide Kinecta with adequate protection.

(b) Kinecta has been unable to verify that the vehicle is insured; if the Debtor contests this Motion, she must provide Kinecta with proof of valid, current insurance by the date of the hearing.

WHEREFORE PREMISES CONSIDERED, Kinecta Federal Credit Union respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Kinecta to permit Kinecta to seek its statutory and other available remedies; (2) that the stay terminate upon entry of this Order pursuant to the authority granted by Fed.R.Bank.P., Rule 4001(a)(3) and (3) Kinecta be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig
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